

RESOLUTION NO. 2014279

RE: ACQUISITION OF 503 HAIGHT AVENUE, LOCATED IN
THE TOWN OF POUGHKEEPSIE FROM THE ESTATE OF
JEAN W. PATRICK

Legislators MICCIO, FLESLAND, SURMAN, and NESBITT
offers the following and moves its adoption:

WHEREAS, the Estate of Jean W. Patrick owns 503 Haight Avenue,
located in the Town of Poughkeepsie (hereinafter referred to as "the property"), and

WHEREAS, the property has been leased by the County of Dutchess and
has been the site of the Dutchess County Office of Central and Information Services
(OCIS) for the past forty (40) years, and

WHEREAS, the Estate of Jean W. Patrick has made known its intent to
sell the property and has offered it for sale to the County, and

WHEREAS, during its occupancy the County has made substantial
improvements to the property primarily in the context of housing the facilities needed for
the operation of OCIS, and

WHEREAS, the relocation of OCIS to another site would amount to a
substantial expense of time and money, and

WHEREAS, the Commissioner of OCIS has determined that the property
will continue to meet the needs of the office for the foreseeable future, and, therefore, it is
desirable for the County to purchase the property rather than risk the loss through a sale
to a third party, and

WHEREAS, the County has commissioned an appraisal of the property
which has been conducted by Donald McGrath, and

WHEREAS, the appraisal obtained by the County reflects an opinion of
the value of the property in the amount of **ONE MILLION FIFTY THOUSAND**
(\$1,050,000.00) DOLLARS, and

WHEREAS, the Estate of Jean W. Patrick initiated negotiations with the
County for the sale of the property, and

WHEREAS, after negotiations, the County and the Estate of Jean W.
Patrick have agreed on a proposed purchase price for the property of **ONE MILLION**
SEVENTY-FIVE THOUSAND (\$1,075,000.00) DOLLARS, and

WHEREAS, the Estate of Jean W. Patrick and the County have negotiated a proposed contract of sale for the property, a copy of which is annexed hereto, and

WHEREAS, the County is of the opinion that given the extraordinary expense of time and money in removing OCIS to a new site along with the anticipated additional rental that the County would have to pay for such a site, justifies the expenditure of **TWENTY-FIVE THOUSAND (\$25,000.00)** DOLLARS more than the appraised value, and

WHEREAS, the Administrative Code of the County of Dutchess requires the County Legislature to approve any contract for the purchase of real property, now therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute a contract of sale in substantially the same form as annexed hereto for the purchase of 503 Haight Avenue, Town of Poughkeepsie from the Estate of Jean W. Patrick for the sum of ONE MILLION SEVENTY-FIVE THOUSAND (\$1,075,000.00) DOLLARS.

CA-122-14

JMF/ca/R-0156-E

6/25/14; corrected 10/7/14

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☒ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Please refer to Resolution 2014211 for the fiscal impact associated with acquisition of this parcel.

Prepared by: Rachel Kashimer, Budget Office

CONTRACT OF SALE

This Contract is made as of the _____ day of June, 2014, by and between THE ESTATE OF JEAN W. PATRICK, by William W. Patrick and John W. Patrick, as Co-Executors, with a mailing address of 510 Haight Avenue, Suite 103, Poughkeepsie, New York 12601 ("Seller"), and COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie New York 12601, (the "Purchaser").

In consideration of the promises contained in this Contract, the parties hereby agree as follows:

1. **PREMISES.** The improved real property to be conveyed by this contract is known as 503 Haight Avenue, Town of Poughkeepsie, County of Dutchess, State of New York ; Tax Parcel Number 134689-6161-08-814783-000 (the "Property"), see Schedule "A" annexed hereto.

2. **PURCHASE PRICE.**

| | |
|-------------------------------|----------------|
| The Purchase price is | \$1,075,000.00 |
| The Downpayment is | \$ 0.00 |
| Balance at Closing by Cash | \$1,075,000.00 |

3. **CONTINGENCY.** Performance by this Contract of Sale by the Purchaser is contingent upon approval of this Contract of Sale and the adoption of a bond resolution to fund the purchase by the Dutchess County Legislature.

4. **SELLER.** It is understood that Jean W. Patrick, survived her husband Charles J. Patrick, and during her lifetime was the holder of a legal life estate of the Property under the Last Will and Testament of Charles J. Patrick and that pursuant said Will, upon the death of Jean W. Patrick, the personal representatives of Jean W. Patrick were empowered to take possession

R-0156-E

of the Property and to do all acts necessary to transfer and distribute it to the persons entitled thereto, including the sale of the Property. Should there arise the requirement to have a representative of the Estate of Charles J. Patrick appointed to carry out this Contract of Sale, then the parties agree to reasonable adjournments to the Closing in order to accomplish said appointment.

5. **DUE DILIGENCE.** Purchaser shall have a due diligence period of 60 days following execution of this Contract of Sale. During the Due Diligence period Purchaser may undertake its due diligence investigations, including inspections and testing. If Purchaser's due diligence reveals a materially adverse Property condition as determined by a licensed engineer, or workers versed in the discipline of their trade, then Seller shall have forty five (45) days to remedy the condition or elect to cancel the contract. Copies of all tests and reports obtained by the Purchaser shall be provided to the Seller in the event a materially adverse Property condition is raised by Purchaser.

Purchaser agrees to indemnify and hold harmless Seller from any damage, costs or actions occasioned by the aforesaid tests and/or inspections including, without limitation, reasonable attorney's fees. Purchaser is obligated to restore the property to its condition as it existed prior to Purchaser's investigation. In the event Purchaser's environmental investigations reveal any contamination that exceeds applicable safety levels set by any government agency then and in that event, either party to this Contract reserves the right to terminate this contract on five (5) days notice to the other party.

Purchaser shall otherwise have the right to inspect the Premises during the due diligence period set forth herein and within forty eight (48) hours before the date of closing. Purchaser hereby represents and warrants that upon possession of the property, Purchaser accepts said property in its AS IS CONDITION, unless a condition or conditions are identified and

specified to survive closing. Such conditions and any remedial work shall be addressed in a separate memorandum to be agreed upon by the parties.

6. **EXTENSION.** In the event that Purchaser requires an extension or extensions of the Due Diligence period set forth herein such extension or extensions shall be granted in ten day intervals at the sole discretion of Seller. Such request must be made in writing delivered to counsel for the Seller within the herein prescribed Due Diligence period. Any request for extension necessitated by circumstances which prohibit compliance with the provision of paragraph 5 (Due Diligence) shall not be unreasonably withheld by Seller.

7. **PERSONAL PROPERTY.** The sale includes all fixtures and articles of personal property attached to or used in connection with the premises.

8. **ACCEPTABLE FUNDS.** All money payable under this contract, unless otherwise specified, shall be either:

- A. Cash, but not over one thousand (\$1,000.00) dollars.
- B. Wire transfer as directed by Seller.
- C. Money other than the purchase price, payable to the Seller at closing, may be check of Purchaser, up to the amount of FIVE HUNDRED (\$500.00) DOLLARS.
- D. As otherwise agreed to in writing by Seller or Seller's attorney.
- E. All checks paid shall be accepted subject to collection.
- F. Notwithstanding the acceptance of uncertified funds at the time of closing, in the event that any check, draft or other payment is not honored by the drawer's bank, the same shall immediately be redeemed, in cash or certified check, or upon failure to make such payment within 48 hours of demand to do so, shall be considered as a failure of consideration.

9. **PERMITTED EXCEPTIONS.** The Premises are sold and shall be conveyed subject to:

A. Laws and governmental regulations, zoning ordinances, building regulations and restrictions of record that affect the use and maintenance of the premises, provided they are not now violated by the existing structures on and use of the Property.

B. Consents for the erection of any structures on, under or above any streets on which the premises abut.

C. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

D. Any state of facts that an accurate survey or personal inspection might reveal, provided that the same shall not reveal circumstances that would substantially reduce the usable land area or otherwise render title unmarketable.

E. Any assessment which is or may become payable after the date of closing. Seller represents that there are no such assessments known at the time of this agreement.

10. CONDITION OF PROPERTY. Subject to the provisions of paragraph 3 hereof, Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition of the Premises, is not relying upon any statements or representations from Seller regarding the physical condition of the Premises and takes the Premises "as is", subject to reasonable use, wear and tear between now and Closing.

11. SURVEY DESCRIPTION. In the event that Purchaser desires to have the seller incorporate a new metes and bounds description prepared by Purchaser's surveyor into the deed of conveyance, the purchaser shall provide the Seller with a survey certified to the Seller. Absent said certified survey the Seller does not warrant the accuracy of said metes and bounds description. The provisions of this paragraph shall survive the closing of title.

12. DEED, BILL OF SALE. At the time of closing, Seller will tender to Purchaser a Bargain & Sale Deed with covenant against Grantor's Acts conveying marketable title in fee simple to the Premises, free and clear from all liens and encumbrances except as stated in this Contract and a bill of sale transferring good and marketable title to all items of personal property, if any, being purchased by Purchaser, free from all liens and encumbrances. The deed shall be

prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain the required language of Section 13 of the Lien Law.

13. EARNEST DEPOSIT. INTENTIONALLY LEFT BLANK.

14. INSURABLE TITLE. Seller shall give and Purchaser shall accept such title as any title insurance company licensed by the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to matters provided for in this Contract. The Premises are sold and are to be conveyed subject to any state or facts that an accurate survey may disclose, provided that the same does not disclose conditions that result in a substantial reduction in usable land area, and does not render title unmarketable or uninsurable.

Nothing herein shall be construed to require Seller to clear any defects in title. If Seller is unable to convey such insurable title, Seller's sole obligation shall be a refund of the deposit. Upon such refund and payment, this contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other.

Purchaser's attorney shall supply a copy of its title report to Seller's attorney with notice of any objections to title. Seller shall be entitled to reasonable adjournment of the Closing if necessary to remove any objection to title.

Seller shall provide to Purchaser a copy of the most recent survey of the Premises within ten days of receipt of a fully executed copy of this Contract.

15. SELLER DOCUMENTATION. Upon Purchaser's execution hereof, Seller shall promptly provide Purchaser with documentation in Seller's possession, if any, related to the property, including but not limited to: environmental, property inspection, subdivision maps, leases, approvals, etc. and survey of the property.

16. **CLOSING.** Closing shall take place at the office of James M. Fedorchak, County Attorney, 22 Market Street, Poughkeepsie, New York 12601 on or about September 2, 2014 at 10:00 a.m. or within 30 days after expiration of the due diligence provided for herein.

17. **ADJUSTMENTS.** The following are to be apportioned as of midnight of the date of closing: taxes, water charges, and sewer rents, on the basis of the fiscal period for which assessed, fuel oil and propane gas, as appropriate. If closing shall occur before a new tax rate is fixed, the apportionment at closing shall be on the basis of the old tax rate for the preceding period applied to the latest assessed valuation. The Seller and Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of the closing shall be corrected, and that this provision shall survive the closing.

18. **ALLOWANCE FOR UNPAID TAXES.** Seller shall have the option of crediting Purchaser with the amount of any unpaid taxes, assessments, water charges, and sewer rents, together with the interest and penalties thereon, provided that official bills therefore computed to said date are produced at closing, or that the title or abstract company for the Purchaser will accept the same and omit the exception for such unpaid taxes from all title policies issued that date, or running from that date.

19. **USE OF PROCEEDS TO PAY ENCUMBRANCES.** Any other obligations affecting title to the said premises may be paid and discharged at the time of closing out of the proceeds of the Closing. As an alternative, Seller may deposit money with the title company employed by Purchaser and required by it to assure its discharge; but only if the title company will insure Purchaser's title clear of the matter or insure against its enforcement out of the premises. Upon request, made within a reasonable time before Closing, the Purchaser agrees to provide separate certified checks as requested to assist in clearing up these matters.

20. DEFAULTS AND REMEDIES. In case the Purchaser shall fail to make any payment of the purchase price promptly or shall fail promptly to perform any covenant or agreement required by this contract, the Seller may elect to declare a forfeiture and cancellation of this contract. Upon that election being made, all rights of the Purchaser shall cease and Seller shall be entitled to any remedy available at law or equity. It is further expressly agreed that if the Seller shall breach this contract and shall refuse to complete the sale of the land and premises to the Purchaser, then the Purchaser shall be entitled to any remedy available at law or equity, including specific performance.

21. BROKER. The parties represent that they have not dealt with any broker in connection with this sale other than Vincent J. DeMaso, a New York State Real Estate Broker ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify each other against any costs, claims and expenses, including reasonable attorney fees, arising out of the breach on their respective parts of this representation.

22. GENERAL PROVISIONS.

A. The provisions of this Contract and the interpretation of them shall be governed by New York Law. If any portion of this Contract is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and interest of the invalid provision. Any action or proceeding commenced related to the provisions of this Contract shall be commenced in the courts of the State of New York and venued in Dutchess County.

B. This Contract constitutes the entire agreement between the parties and Seller is not liable for or bound by express or implied warranties or guarantees unless expressly set forth herein.

C. No modification of this Contract shall be effective unless in a writing signed by the parties.

D. This Contract shall be binding on and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the parties.

E. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived or excused. Any consent by any party to, or waiver of, a breach by the other, shall not be deemed a consent to or waiver of any different or subsequent breach. The failure of either party to enforce any of its rights or remedies hereunder on any one occasion shall not be deemed a waiver of the right to enforce any other right or remedy for the same or a different occasion.

23. TENANCIES. The Purchaser is the current sole tenant of the Property. Upon closing the Seller shall refund the Purchaser any security deposits held by Seller on account of the tenancy or provide a credit to Purchaser at closing.

24. ESCROW DEPOSIT. Any funds remitted to Seller in connection with this Contract of Sale to be held in escrow shall be held in escrow by Seller's Attorney in accordance with the provisions of the Agreement. The Down Payment shall be placed in a non-interest-bearing account. The Escrowee shall not be liable to either parties or non-parties for any act or omission, except for bad faith or gross negligence, and the parties hereby indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses, including legal expenses, arising in connection herewith. The parties acknowledge that the Escrowee is acting solely as a stakeholder for their convenience. In the event of a dispute

between the parties, the Escrowee shall not be bound to release and deliver the escrow fund to either party, but may either continue to hold the escrow fund until Escrowee is directed in a writing signed by all parties hereto or Escrowee may deposit the down payment with the clerk of any court of competent jurisdiction. Upon such deposit the Escrowee will be released from all duties and responsibilities hereunder.

The Escrowee shall not be required to defend any legal proceedings which may be instituted against it in respect of the premises or the subject matter of this Agreement unless requested to do so by Purchaser or Seller who must also agree, in writing, to pay all Escrowee's legal fees, costs and disbursements associated with the defense of any such action and the Escrowee shall also be fully indemnified and held harmless by the Purchaser or Seller requesting said defense. Escrowee shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this Agreement. Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

25. RISK OF LOSS. Risk of loss or damage to the Premises by fire or other casualty until transfer of title shall be assumed by Seller. If substantial damage to the Premises by fire or such other casualty occurs prior to transfer, Seller shall have thirty (30) days to repair the Premises. Upon the expiration of the thirty (30) day period, if the Premises have not been repaired, at the option of either party, this Agreement may be canceled and Purchaser's deposit shall be immediately returned.

26. AGREEMENT NOT BINDING ON SELLER UNTIL SIGNED. This agreement, when signed by the Purchaser, constitutes an offer to purchase on the part of the Purchaser, only, and the Purchaser fully understands that this agreement shall not become a

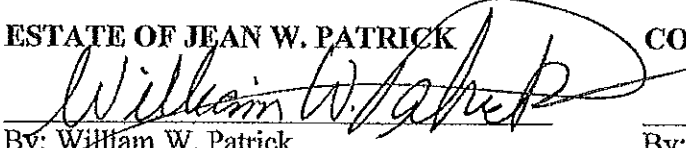
binding obligation on the Seller until it has been signed by the Seller. The Purchaser and the Seller have agreed that the Seller will sign the contract at the time of Closing. The Purchaser and Seller have further agreed that either party can terminate this transaction without penalty or liability of any kind prior to Seller's formal execution of the contract at the Closing.

27. **ATTORNEYS AND NOTICE.** Seller designates Lou Lewis, Esq., LEWIS & GREER, P.C., 510 Haight Avenue, Poughkeepsie, New York 12603 as its attorney with respect to this transaction. Purchaser designates James M. Fedorchak, County Attorney, 22 Market Street, Poughkeepsie, New York 12601 as its attorney with respect to this transaction.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

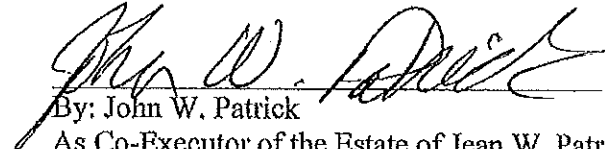
ESTATE OF JEAN W. PATRICK

COUNTY OF DUTCHESS


By: William W. Patrick

As Co-Executor of the Estate of Jean W. Patrick

By: Marcus J. Molinaro, County Executive


By: John W. Patrick

As Co-Executor of the Estate of Jean W. Patrick

ADDENDUM TO CONTRACT BETWEEN

ESTATE OF JEAN W. PATRICK

and

COUNTY OF DUTCHESS

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the Seller agrees with the Purchaser as follows:

ARTICLE 13. ZONING AND RESTRICTIONS. The premises are conveyed subject to zoning ordinances, building regulations, restrictions of record, except any reverter clause, easements and rights-of-way, provided the same are not violated by the use, occupancy or structure, do not render title unmarketable, threaten the continued existence of the improvements thereon or the present use or occupancy of the premises, or substantially reduce the usable area or beneficial enjoyment of the said premises, or require any affirmative acts or monetary payments on the part of the owner, provided the premises shall be finally and unappealably zoned so as to permit Purchaser to use the premises in substantially the same manner as presently used.

ARTICLE 14. CONDITIONS AND EASEMENTS. It is understood and agreed, that notwithstanding anything to the contrary herein contained, this contract will be contingent upon buyer reviewing the conditions, restrictions and reservations heretofore referred to, as well as any easements which may encumber the within premises, and in the event the Purchaser rejects the conditions, restrictions, reservations and/or easements as unacceptable, then this contract shall be null and void. Any rejection to be issued by the Purchaser shall be done within the due diligence period contained in Paragraph 5 of the Agreement of Purchase and Sale. Upon said nullity being declared, this contract shall be considered cancelled, with no further liabilities to Purchaser or Seller.

ARTICLE 15. RISK OF LOSS. Notwithstanding the liability for risk of loss or damage to the premises due to fire, the Seller agrees that should the premises be damaged in any material way by fire, elements or vandalism, the Purchaser shall have the option of proceeding with this contract or declaring the same null and void.

ARTICLE 16. FIRE INSURANCE. The Purchaser shall have the privilege of procuring its own fire insurance on the subject premises and no adjustment of earned premium due the Seller will be required.

ARTICLE 17. MECHANICAL SYSTEMS AND APPLIANCES. The plumbing, electrical, sanitary sewer, drainage and heating systems, well and pump, if any, and any appliance, equipment, mechanical or electrical devices included in the sale, will meet applicable building

code requirements and be in working order and condition at the time of the transfer of title and delivery of the deed and the Seller agrees that the Purchaser or its agents shall have a right to make an inspection of the premises at any reasonable time prior to the closing for the purposes of these determinations. Any such inspection shall be done within the due diligence period contained in paragraph 5 of the Agreement of Purchase and Sale.

ARTICLE 18. WATER AND SEWER. Seller represents, to the best of its knowledge, the premises are lawfully connected to the municipality's public water supply and sanitary sewer systems and such systems are adequate in quality and quantity for the existing use of the premises.

ARTICLE 19. HOUSING CODE. The Seller represents that to the best of its knowledge, the premises herein are not in violation of any building code regulations. In the event that at the time of the closing, said premises are in violation of any building code regulations, then in that event, the Purchaser may, at his/her option, cancel this contract and each of the parties hereto released from any liabilities against the other.

ARTICLE 20. SURVEY. That in the event a survey and/or title search conducted on behalf of the Purchaser discloses a condition or conditions which render the title herein unmarketable as a matter of law or within the specific provisions of this contract and addendum, or if a new survey discloses a material diminution of land area from that described in this contract, or if the survey shall show that all improvements to be included in the sale are not located within the perimeter boundaries of the premises, or if there are any encroachments, or if any improvement, as shown on the survey, violates by reason of location, size or other dimension, any conditions or restrictions of record or zoning ordinance and the Seller shall, prior to the date of closing or within ninety (90) days thereof, be unable to correct the condition or conditions resulting in said unmarketability, or diminution of land area, the cost of both the survey and the title examination, together with all other sums applied and paid by the Purchaser to the Seller shall be forthwith reimbursed and refunded by the Seller to the Purchaser and this contract shall thereupon become null and void; in the event that the Seller shall fail to make reimbursement and refund herein provided, such amounts and the sum thereof shall be and hereby are made liens on the subject premises but such liens shall not inure to the benefit of nor continue after default by the Purchaser under this contract.

In the event Purchaser obtains a survey of the premises and the survey is certified to Seller, Seller agrees to include in the Deed of conveyance a metes and bounds description in accordance with the survey, with the understanding by Purchaser that Seller does not thereby warrant the accuracy of said metes and bounds description.

Purchaser's survey and title report shall be concluded within the due diligence period in paragraph 7 of the Agreement of Purchase and Sale.

ARTICLE 21. ROOF AND BASEMENT. The Seller represents that the roof and the basement, if any, of the structure located upon the premises are now and will be on the date of the closing of title, free from surface and subsurface water leakage and that the interior of such structure or structures is dry, useable and habitable.

ARTICLE 22. CERTIFICATE OF OCCUPANCY. Seller represents and warrants that there have not been any additions, improvements or alterations to the premises for which a Building Permit or Certificate of Occupancy is required by the Town of Poughkeepsie and for which no Certificate of Occupancy has been issued. This clause survives the closing of title and delivery of deed.

ARTICLE 23. MAINTENANCE OF PREMISES. The Seller shall keep and maintain the premises in customary and presentable condition until the closing, including, but not limited to, the continued care of the grounds, such as regular lawn mowing, removal of leaves, hedge trimming and snow removal.

ARTICLE 24. ADJACENT STREETS. The obligation of Purchaser to complete this transaction is contingent upon Purchaser obtaining confirmation from the applicable municipality that the premises is on a publicly owned and publicly maintained street owned and maintained by the municipality and that the premises which are the subject of this conveyance have a lawful right of ingress and egress to and from said street. Purchaser's obligation to close is further contingent upon Purchaser obtaining confirmation from the municipality that all requirements for completion of said street and/or repair thereof, imposed upon subdivider of the premises, have been satisfied and that there are no outstanding claims by the municipality for repair, alteration or modification of the street.

~~ARTICLE 25. CONFIDENTIALITY WITH RESPECT TO INFORMATION RELATING TO THE SEXUAL ORIENTATION OF AN INDIVIDUAL.~~

ARTICLE 26. FLOOD PLAIN. In the event that any of the property described herein is located in a flood plain or wetland area, Purchaser shall have the option of declaring this contract null and void and all sums paid on account hereof shall be returned by the Seller to the Purchaser.

ARTICLE 27. REPRESENTATIONS. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the accuracy, as of the date of closing, of the representations and warranties of the Seller made in this contract.

ARTICLE 28. SIGNATURE BY PARTIES. This instrument shall not be considered a binding contract until signed by the Seller and Purchaser.

ARTICLE 29. INCONSISTENCY. In the event any of the terms of this Addendum are different or inconsistent with the terms of the contract or any addendum or rider thereto, the terms of this addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year below indicated.

SELLER:

ESTATE OF JEAN W. PATRICK

By: William W. Patrick

William W. Patrick, Co-Executor

Date: 07/5/14

By: John W. Patrick

John W. Patrick, Co-Executor

Date: _____

PURCHASER:

COUNTY OF DUTCHESS

By: _____

Marcus J. Molinaro, County Executive

Date: _____